

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into on this 28th day of June, 2010, by and between Robert V. Matthews ("Borrower") and Equipment Leasing International, LLC, a Florida limited liability company ("Lender").

WITNESSETH:

WHEREAS, Borrower has requested that Lender make a loan to Borrower in the amount of \$775,277.41 as evidenced by a Promissory Note With Balloon Payment of even date (the "Loan"); and

WHEREAS, Lender is willing to make the Loan to Borrower upon the terms and conditions set forth herein.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee agree as follows:

1. Simultaneously with the execution of this Agreement, Borrower shall execute and deliver to Lender a Promissory Note With Balloon Payment (the "Note") in favor of Lender in the principal amount of \$775,277.41 (the "Loan"). The Note shall provide that the Loan shall accrue interest at the rate of 18% and be payable in full, principal and interest, on August 27, 2010.

2. Simultaneously with the execution of this Agreement, Borrower shall execute and deliver to Lender an assignment of all of their right, title and interest in that certain loss dated February 28, 2010 bearing Claim Number 519342 with Private Client Group at Chartis Insurance (the "Insurance Proceeds") provided however that the assignment shall only be for the full amount of the Loan and that any proceeds that exceed the full value of the Loan Assignors shall be entitled to retain.

3. Simultaneously with the execution of this Agreement, Borrower shall execute and deliver to Lender a UCC-1 Financing Statement that covers "all contents, furnishings, art, fixtures and personal property located in, on and around the home of Mia Matthews and Robert V. Matthews which home is located at 101 Casa Bendita, Palm Beach, FL 33414."

4. Simultaneously with the execution of this Agreement, Oops, Inc. shall execute and deliver to Point Breeze Holdings, LLC, an affiliate of Lender, an assignment of (i) the Second Mortgage, Financing Statement and Security Agreement (the "Mortgage") from Robert V. Matthews (the "Mortgagor") to TD Bank, N.A. f/k/a TD Banknorth, N.A., dated as of January 15, 2008 and recorded with the Nantucket Registry District of the Land Court (the "Registry") as Document No. 122930 and (ii) the Assignment of Leases and Rents from the Mortgagor to TD Bank, N.A. f/k/a TD

Banknorth, N.A., dated as of January 15, 2008 and recorded with the Registry as Document No. 122931.

5. Simultaneously with the execution of this Agreement, Oops, Inc. shall execute and deliver to Point Breeze Holdings, LLC, an affiliate of Lender, an Assignment of Loan Documents and Transfer of Debts and Liens pursuant to which Oops, Inc. shall transfer and assign to Point Breeze Holdings, LLC:

- (a) That certain promissory note (the "Note") dated January 15, 2008, executed by PB Realty Holdings, LLC, a Massachusetts limited liability company (herein referred to as "Borrower"), and payable to the order of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor in the original principal amount of \$40,582,000.00, and all indebtedness now or hereafter evidenced thereby;
- (b) all of the rights, benefits, privileges, liens, security interests, and assignments owned, held, accruing, and to accrue to, and for the benefit of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor under that certain Construction Loan Agreement between TD Bank, N.A. f/k/a TD Banknorth, N.A. and Borrower dated January 15, 2008;
- (c) all of the rights, benefits, privileges, liens, security interests, and assignments owned, held, accruing, and to accrue to, and for the benefit of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor under that certain Payment Guaranty from Robert V. Matthews ("Guarantor") to TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor dated January 15, 2008 (the "Payment Guaranty");
- (d) all of the rights, benefits, privileges, liens, security interests, and assignments owned, held, accruing, and to accrue to, and for the benefit of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor under that certain Mortgage, Financing Statement and Security Agreement (the "Mortgage") dated as of January 15, 2008 and recorded with the Nantucket Registry of Deeds in Book 1122; Page 209;
- (e) all of the rights, benefits, privileges, liens, security interests, and assignments owned, held, accruing, and to accrue to, and for the benefit of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor under that certain Second Mortgage, Financing Statement and Security Agreement (the "Second Mortgage") dated as of January 15, 2008 and recorded with the Nantucket Registry District of the Land Court (the "Nantucket Registry") as Document Number 122930, executed by Guarantor for the benefit of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor to secure payment of the Note and the Payment Guaranty;
- (f) all of the rights, benefits, privileges, liens, security interests, and assignments owned, held, accruing, and to accrue to, and for the benefit of

TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor under that certain Assignment of Leases and Rents (the "Matthews Assignment of Rents") dated as of January 15, 2008 and recorded with the Nantucket Registry as Document Number 122931;

- (g) all of the rights, benefits, privileges, liens, security interests, and assignments owned, held, accruing, and to accrue to, and for the benefit of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor under that certain Third Mortgage, Financing Statement and Security Agreement dated as of January 15, 2008 and recorded with the Palm Beach County Recorders Office (the "Palm Beach County Recorder") in Book 22407, Page 1070, as confirmed by that certain Confirmatory Third Mortgage, Financing Statement and Security Agreement dated as of January 15, 2008 and recorded with the Palm Beach County Recorder in Book 22429, Page 1742 (the "Third Mortgage"), executed by NHM Realty LLC ("Other Guarantor") for the benefit of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor to secure payment of the Note and that certain Guaranty from the Other Guarantor to TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor dated as of January 15, 2008 (the "Other Guaranty");
- (h) all of the rights, benefits, privileges, liens, security interests, and assignments owned, held, accruing, and to accrue to, and for the benefit of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor under that certain Assignment of Leases and Rents dated as of January 15, 2008 and recorded with the Palm Beach County Recorder in Book 22407, Page 1097, as confirmed by that certain Confirmatory Assignment of Leases and Rents dated as of January 15, 2008 and recorded with the Palm Beach County Recorder in Book 22429, Page 1769 (the "NHM Assignment of Rents");
- (i) all other liens, security interests, lien priority agreements, guaranties, collateral assignments, covenants, agreements, rights, benefits, and privileges in any way belonging or to accrue to the benefit of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor, in respect of the Mortgage, Second Mortgage, the Matthews Assignment, the Third Mortgage, the NHM Assignment or the Note and any indebtedness now or hereafter evidenced thereby or any security for them that are in the possession of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor and that Assignor has the legal right to transfer to Assignee;
- (j) all funds held by TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor, if any, and not previously applied against amounts outstanding under the Debts and Liens;
- (k) all rights of Assignor as the owner of the Loan Documents, Debt and Liens to receive payment of the Loan, including, without limitation, Seller's claims and rights in the Borrower's bankruptcy proceeding

captioned In re PB Realty Holdings, LLC, Chapter 7 Case No. 09-16389-WCH, and Seller's proof of claim filed thereunder;

- (l) any and all rights of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor in any existing title policies issued in conjunction with the Second Mortgage or the Third Mortgage;
- (m) all claims (including "claims" as defined in Bankruptcy Code §101(5)), suits, causes of action, and any other right of TD Bank, N.A. f/k/a TD Banknorth, N.A./Assignor, whether known or unknown, against Borrower, Guarantor, or any of their respective affiliates, agents, representatives, contractors, advisors, or any other party that in any way is based upon, arises out of or is related to any of the Loan Documents, Debt and Liens, including, to the extent permitted to be assigned under applicable law, all claims (including contract claims, tort claims, malpractice claims), suits, causes of action, and any other right of Assignor against any attorney, accountant, financial advisor, or other party arising under or in connection with the Loan Documents, Debt and Liens or the transactions related thereto or contemplated thereby; and
- (n) all proceeds of the foregoing.

6. Upon Lender's receipt of all of the documents referenced in paragraphs 1 through 5 above, Lender shall wire the sum of \$773,277.41 (the "Reinstatement Sum") to the trust account of Stanton & Davis, attorneys at law, who are acting as legal counsel for JP Morgan/Chase under Loan Number 0682726120 (the "Chase Loan"). The Reinstatement Sum equals the amount set forth in the reinstatement letter for the Chase Loan.

7. A material inducement to Lender agreeing to loan monies to Borrower under the Note and to enter into this Agreement is the representation, warranty, promise and agreement of Borrower to (i) list for sale and to sell his home located at 11 Cliff Road, Nantucket, Massachusetts (the "Nantucket Home") within six (6) months of the date of this Agreement and (ii) to utilize the proceeds from the sale of the Nantucket Home, after deduction of all third party expenses of the sale, to fund a Trust to be formed for the benefit of Mia Matthews and her/Borrower's two (2) daughters as beneficiaries. Borrower unequivocally and unconditionally agrees that the Trustee under the aforementioned Trust shall be appointed by Glenn F. Straub and no substitute Trustee may be appointed under the Trust without Glenn F. Straub's express written consent.

8. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, exclusive of choice of law rules, and this Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Lender and Borrower have contributed substantially and materially to the negotiation and preparation of this Agreement. The obligations of the parties are

performable, and venue for any legal action arising out of this Agreement shall lie, in Palm Beach County, Florida.

9. If any material term or provision of this Agreement or the application thereof to any person or circumstances shall be declared invalid and unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Wherever provision is made in this Agreement for "attorneys' fees," such term shall be deemed to include accountants' and attorneys' fees and court costs, whether or not litigation is commenced, including those for appellate proceedings and for paralegals and similar persons.

11. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

12. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

13. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

14. Typewritten or handwritten provisions which are inserted in or attached to this Agreement as exhibits, if any, shall control all printed or pre-typed provisions of this Agreement with which they may be in conflict.

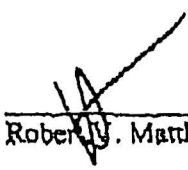
15. Time is of the essence as to all material terms of this Agreement.

[signatures appear on page 6]

EXECUTED as of the date first written above in several counterparts, each of which shall be deemed an original, but all of which constitute only one agreement.

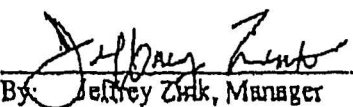
Signed, sealed and delivered:

ASSIGNOR:


Robert J. Matthews

ASSIGNEE:

Equipment Leasing International,
LLC


By: Jeffrey Zink, Manager